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MARINE INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA - FRESNO

ST. PAUL FIRE AND MARINE INSURANCE )  
COMPANY, a Minnesota corporation with its )  
principal place of business in Minnesota, )

Plaintiff, )

v. )

MAULDIN-DORFMEIER CONSTRUCTION )  
COMPANY, INC., a California corporation with )  
its principal place of business in California; )  
PATRICK K. MAULDIN, a California citizen, )  
individually and as trustee of THE PATRICK )  
AND VALERIE MAULDIN LIVING TRUST; )  
VALERIE MAULDIN, a California citizen, )  
individually and as trustee of THE PATRICK )  
AND VALERIE MAULDIN LIVING TRUST; )  
ALAN F. DORFMEIER, a California citizen, )  
individually and as trustee of THE 1993 )  
DORFMEIER FAMILY TRUST; MARY )  
EILEEN DORFMEIER, a California citizen, )  
individually and as trustee of THE 1993 )  
DORFMEIER FAMILY TRUST, )

Defendants. )

\_\_\_\_\_ )  
and related counterclaim )  
\_\_\_\_\_ )

No. 1:05-cv-00063-AWI-LJO

**THIRD STIPULATED ORDER EXTENDING TIME  
TO RESPOND TO COUNTERCLAIM**

[No Hearing Required]

Having considered the agreement to the terms of this order by plaintiff and counterdefendant St. Paul Fire and Marine Insurance Company ("Plaintiff") and defendants and counterclaimants Mauldin-Dorfmeier Construction Company, Inc., Alan F. Dorfmeier and Patrick K. Mauldin ("Defendants"), through counsel, as is evidenced by the signatures of counsel below, having been informed that Plaintiff and Defendants stipulated in the "Stipulation Extending Time to Respond to Counterclaim," filed August 15, 2005, to extend the time for Plaintiff to respond to the "Counterclaim for Breach of Contract; Breach of Implied Covenant of Good Faith and Fair Dealing; Negligence; Intentional Interference with Prospective Economic Advantage; Negligent Interference with Prospective Economic Advantage; Volunteerism; Breach of Contract re: General Indemnity Agreement, For Declaratory Relief and for Objection to Claims" (the "Counterclaim"), filed July 29, 2005, from August 22, 2005 to and including August 26, 2005, having considered that this Court, pursuant to its "Stipulated Order Extending Time to Respond to Counterclaim," filed August 31, 2005, extended the time for Plaintiff to respond to the Counterclaim from August 26, 2005 to September 8, 2005, having considered that this Court, pursuant to its "Second Stipulated Order Extending Time to Respond to Counterclaim," filed September 7, 2005, extended the time for Plaintiff to respond to the Counterclaim from September 8, 2005 to September 21, 2005, and that the parties are in serious settlement discussions which continue to progress and that the parties desire not to incur potentially unnecessary attorneys fees and expenses during those discussions, and good cause appearing therefore, it is hereby

ORDERED, pursuant to Local Rule 6-144, that the time for Plaintiff to respond to the Counterclaim is extended from September 21, 2005 to and including October 14, 2005.

IT IS SO ORDERED.

**Dated: September 16, 2005**

66h44d

**/s/ Lawrence J. O'Neill**

UNITED STATES MAGISTRATE JUDGE